

200 PROGRAM REQUIREMENTS

205 Enrollment

CONTRACTORS must participate in the annual IT'S YOUR CHOICE OPEN ENROLLMENT offering. The IT'S YOUR CHOICE OPEN ENROLLMENT period is scheduled for each fall prior to the covered program year. During the IT'S YOUR CHOICE OPEN ENROLLMENT period, the CONTRACTOR will accept any SUBSCRIBER who transfers from one benefit plan to another without requiring evidence of insurability, or waiting periods, or exclusions as defined in [Wis. Adm. Code INS 3.31 \(3\)](#) and any eligible EMPLOYEE or state retiree under [Wis. Stat. § 40.51 \(16\)](#) who enrolls.

Although the DEPARTMENT is responsible for eligibility determination and enrollment, the CONTRACTOR shall maintain an enrollment/eligibility system to support the HEALTH BENEFIT PROGRAM.

205A Enrollment Files

The daily and full file compare of the DEPARTMENT'S HIPAA 834 enrollment files must be fully tested and are ready for program operation no later than forty-five (45) calendar DAYS prior to the effective (i.e., "go-live") date. Also see [Section 150A](#).

The CONTRACTOR shall have flexibility to accommodate the DEPARTMENT'S benefit administration system (BAS) IT upgrade, which the DEPARTMENT anticipates would impact this program starting in year 2018. The BAS system will be the system of record for participant demographic and benefit information, and the upgrade may impact the formatting or data fields required for transmitting enrollment files and may also affect the way in which enrollment is communicated to the CONTRACTOR.

205B Identification (ID) Cards

The CONTRACTOR must provide PARTICIPANTS with ID cards indicating, at a minimum, the EFFECTIVE DATE of coverage, and the emergency room and office visit copayment amounts. The CONTRACTOR must issue new ID cards upon enrollment and BENEFIT changes that impact the information printed on the ID cards.

The CONTRACTOR shall issue the ID cards, along with a welcome packet for newly enrolled PARTICIPANTS, within the timeframes described below:

- 1) The CONTRACTOR shall issue ID cards within five (5) BUSINESS DAYS of the generation date of the enrollment file containing the addition or enrollment change, except as noted in item 2) below.
- 2) For elections made during the IT'S YOUR CHOICE OPEN ENROLLMENT period, the CONTRACTOR shall issue ID cards by December 15 (or a later date as approved by the DEPARTMENT) for enrollment additions or changes effective the following January 1, as submitted on enrollment files generated on the first DAY of the IT'S YOUR CHOICE OPEN ENROLLMENT period through December 10. The CONTRACTOR must notify the

DEPARTMENT Program Manager of any delays with issuing the ID cards. The CONTRACTOR shall send a written confirmation to the DEPARTMENT Program Manager in January indicating the date(s) the ID cards were issued.

The CONTRACTOR must provide replacement cards upon request at no cost to the PARTICIPANT. The CONTRACTOR must also have a process to make available a temporary, printable ID card.

205C Participant Information

The CONTRACTOR must provide the following information, at a minimum, to PARTICIPANTS upon enrollment:

- 1) Information about PARTICIPANT requirements, including prior authorizations and referrals.
- 2) Directions on how to access the HEALTH BENEFIT PROGRAM provider directory on the CONTRACTOR'S website and directions on how to request a printed copy of the provider directory.
- 3) Directions on how to change their Primary Care Provider.
- 4) The CONTRACTOR'S contact information, including the dedicated toll-free customer service phone number, business hours, twenty-four (24)-hour nurse line, telehealth services, and website address.

The DEPARTMENT reserves the right to require the CONTRACTOR to assist with drafting and mailing the federally required Summary of Benefits and Coverage (SBC) to PARTICIPANTS in a manner similar to the annual IT'S YOUR CHOICE OPEN ENROLLMENT materials mailing process described in [Section 140B](#).

The DEPARTMENT reserves the right to require the CONTRACTOR to assist with developing and mailing the federally required form 1095-Cs.

205D Disabled Child Eligibility

The CONTRACTOR shall report to the DEPARTMENT at least annually the results from its process to verify the eligibility of adult disabled children age twenty-six (26) or older, which includes checking that the:

- 1) Child is incapable of self-support because of a disability that can be expected to be of long-continued or indefinite duration of at least one year, and
- 2) Support and maintenance requirement is met, and
- 3) Child is not married.

205E Date of Death

The CONTRACTOR shall collect and track the date of death and report it to the DEPARTMENT as needed.

205F Coordination of Benefits (COB)

The CONTRACTOR shall collect from SUBSCRIBERS COB information necessary to coordinate BENEFITS under the Wisconsin Administrative Code and report this information to the DEPARTMENT at least annually.

210 Primary Care Provider

SUBSCRIBERS and DEPENDENTS shall be required to select a primary care provider (PCP). The PCP may be a physician, physician assistant, nurse practitioner or other provider as approved by the BOARD. Modifications to this list may be approved by the DEPARTMENT. The PCP furnishes primary care-related services, arranges for and coordinates referrals for all medically necessary specialty services, and is available for urgent or emergency care, directly or through on-call arrangements, twenty-four (24) hours a DAY, seven (7) DAYS a week. Primary care includes ongoing responsibility for preventive health care, treatment of illness and injuries, and the coordination of access to needed specialty providers or other services. The PCP shall either furnish or arrange for most of the PARTICIPANT'S health care needs, including well check-ups, office visits, referrals, out-patient surgeries, hospitalizations, and health-related services.

The CONTRACTOR must monitor all PARTICIPANT records to ensure there is an assigned, IN-NETWORK PCP at all times. If a PARTICIPANT does not choose a PCP, or the PCP is no longer available, the CONTRACTOR will assign a PCP, notify the PARTICIPANT in writing, and provide instructions for changing the assigned PCP.

If PARTICIPANTS select a PCP that is OUT-OF-NETWORK, the CONTRACTOR must contact the PARTICIPANTS within five (5) BUSINESS DAYS to assist them in selecting an IN-NETWORK PCP. Also see [Section 265E](#).

The CONTRACTOR must have a process to allow a PARTICIPANT to change PCPs in a reasonable time and to communicate to the PARTICIPANT how to make this change. The CONTRACTOR will assist the PARTICIPANT in selecting a PCP.

215 Medical Management

215A Disease Management / Prior Authorizations / Utilization Review

The CONTRACTOR shall collaborate and support activities related to population health management as directed by the BOARD.

The CONTRACTOR shall have utilization management processes that are evidence-based and focus on quality, positive PARTICIPANT outcomes, and cost savings. The CONTRACTOR shall use these processes for evidence based medical policy development for coverage of new technologies and to provide input to the DEPARTMENT on benefit design changes, as appropriate. The CONTRACTOR shall provide these policies to PARTICIPANTS upon request.

The CONTRACTOR shall utilize data provided by the PBM, wellness and disease management vendor, and DEPARTMENT'S data warehouse for identifying PARTICIPANTS suitable for case, complex case, and/or disease management programs.

The CONTRACTOR must demonstrate effective and appropriate means of identifying, monitoring and directing PARTICIPANT'S care by providers such as utilization review (UR) and chronic care/disease management, and wellness/prevention programs. The CONTRACTOR shall report annually to the BOARD its utilization and disease management capabilities and effectiveness in improving the health of PARTICIPANTS and encouraging healthy behaviors, demonstrating support for technology and automation (e.g., automated diabetic registry, electronic medical records, etc.) in the format as determined by the DEPARTMENT. The CONTRACTOR shall also include details on the HEALTH BENEFIT PROGRAM'S experience by disease and risk categories, place of services along with comparisons to aggregate benchmarks and any other measures the CONTRACTOR believes will be useful to DEPARTMENT staff and the BOARD in understanding the source of cost and utilization trends in a format as determined by the DEPARTMENT.

Examples of the minimum UR procedures that CONTRACTORS shall have in place include the following:

- 1) Written guidelines that providers must follow to comply with the CONTRACTOR'S UR program.
- 2) Formal UR program consisting of preadmission review, concurrent review, discharge or transition of care and post-service medical review and individual case management.
- 3) Established procedures for review determinations, including qualified staff (e.g., primary reviewer is licensed nurse), physician reviews of all program denials and PARTICIPANT appeals procedure.
- 4) Authorization procedure for referral to OUT-OF-NETWORK providers and monitoring of physician referral patterns.
- 5) Procedure to monitor emergency admissions to OUT-OF-NETWORK HOSPITALS.
- 6) Retrospective UR procedures to review the appropriateness of care provided, utilization trends and physician practice patterns.
- 7) If PARTICIPANTS are identified as having a disease and/or condition that would place them into a moderate or high risk category, have a process to enroll the PARTICIPANTS into the appropriate wellness, disease management, or chronic care management programs. The CONTRACTOR must coordinate this effort with the program(s) offered by the DEPARTMENT'S wellness and disease management vendor.

Failure to provide effective UR may be grounds for BOARD action.

Prior Authorizations

The CONTRACTOR must also offer an integrated prior authorization process that provides PARTICIPANTS with a consolidated medical and benefit (such as deductible, coinsurance and copayment) determination. Prior authorizations with out-of-pocket cost sharing information, including the possibility of balance billing if applicable, must be provided to PARTICIPANTS in writing. In urgent situations, prior authorizations may be provided verbally, as long as the PARTICIPANT is notified of cost sharing responsibilities, and it is documented in the PARTICIPANT'S records/file. The CONTRACTOR must still follow up with a written notice. This provision also applies when a provider is seeking the prior authorization on the PARTICIPANT'S behalf.

If the cost sharing is not disclosed at the time of prior authorization, the CONTRACTOR shall hold the PARTICIPANT harmless for out-of-pocket amounts above that of an equivalent IN-NETWORK service, and shall not charge this difference to the DEPARTMENT.

The CONTRACTOR shall work with the DEPARTMENT to develop strategies for OUT-OF-NETWORK costs, including, but not limited to, the use of PARTICIPANT incentives, prior authorization, and negotiating provider fees.

The CONTRACTOR shall be responsible for the full cost of any services not covered under this CONTRACT for which the CONTRACTOR provides written prior authorization to the PARTICIPANT and/or provider for the non-covered service.

215B Department Initiatives

The CONTRACTOR is required to implement and report on the DEPARTMENT Initiatives. Initiatives are subject to change, as determined by the DEPARTMENT, to better serve the needs of the HEALTH BENEFIT PROGRAM PARTICIPANTS. The CONTRACTOR may coordinate with HOSPITALS, provider groups, or vendors to ensure the requirements of the DEPARTMENT Initiatives are met.

The current DEPARTMENT Initiatives are:

- 1) Care Coordination – The CONTRACTOR must ensure care coordination is offered for PARTICIPANTS with high-risk health condition(s) by conducting outreach within three (3) to five (5) BUSINESS DAYS of a PARTICIPANT'S initial discharge from an INPATIENT HOSPITAL stay of more than twenty-four (24) hours.
- 2) High Tech Radiology – The CONTRACTOR must have prior authorization procedures for elective, out-patient computed tomography (CT), computed tomography angiography (CTA), magnetic resonance imaging (MRI), magnetic resonance angiogram (MRA), positron emission tomography (PET) scans, and nuclear stress tests. Such prior authorizations are not required for PARTICIPANTS that require immediate or expedited orthopedic or other specialty referrals.
- 3) Low Back Surgery – The CONTRACTOR must have prior authorization procedures for referrals to orthopedists or neurosurgeons for PARTICIPANTS with a diagnosis of low back

pain who have not completed an optimal regimen of conservative care. Such prior authorizations are not required for PARTICIPANTS who present clinical diagnoses or scenarios that require immediate or expedited orthopedic, neurosurgical or other specialty referrals.

- 4) Shared Decision Making (SDM) – The CONTRACTOR must provide a credible SDM program, at a minimum, to PARTICIPANTS who are eighteen (18) years of age and older as part of the prior authorization process for consultation with an orthopedist or neurosurgeon for low back surgery. The SDM program must provide Patient Decision Aids (PDA) that meet the International Patient Decision Aids Standards (IPDAS). The SDM process must include an opportunity for PARTICIPANTS, prior to the procedure date but after receiving the PDA, to discuss a particular intervention with their PCP, care manager or health educator who is trained to have a discussion and must include a PARTICIPANT satisfaction survey that will be provided to all PARTICIPANTS who receive a PDA.
- 5) Advance Care Planning (ACP) / Palliative Care - The CONTRACTOR must provide a credible ACP program that includes hospice care and palliative care. The CONTRACTOR must ensure ACP conversation(s) and/or palliative care consultation(s) are offered to all PARTICIPANTS with a serious disease and/or a likely survival of less than twelve (12) months.

220 Benefits

220A Overview

The CONTRACTOR must provide the BENEFITS and services listed in UNIFORM BENEFITS to all PARTICIPANTS. BENEFITS are reviewed annually and any BENEFIT changes must be implemented as directed by the BOARD. This shall include developing the necessary reporting and/or data transfers needed by the DEPARTMENT and other vendors to administer the change.

The CONTRACTOR will offer the HDHP described in UNIFORM BENEFITS to all enrolled PARTICIPANTS.

220B Telehealth / Nurse Line

- 1) The CONTRACTOR must provide telehealth services as directed by the DEPARTMENT.
- 2) The CONTRACTOR must provide a twenty-four (24)-hour nurse line available at no cost to all PARTICIPANTS.

220C Emergency / Urgent / Catastrophic Care

The CONTRACTOR must cover emergency and urgent care and related catastrophic medical care received from IN-NETWORK or OUT-OF-NETWORK providers at the IN-NETWORK level of benefits. This OUT-OF-NETWORK care may be subject to usual and customary charges while holding the PARTICIPANT harmless as described in UNIFORM BENEFITS unless the PARTICIPANT accepted financial responsibility, in writing, for the specific treatment or services (i.e., diagnosis and/or procedure code(s) and related charges) prior to receiving services. The CONTRACTOR must make every effort to settle claim disputes in a reasonable time frame. The CONTRACTOR affiliated with larger nationwide networks may offer coverage through affiliated

networks as long as there is no additional cost to the HEALTH BENEFIT PROGRAM or PARTICIPANT for doing so.

The CONTRACTOR will work with OUT-OF-NETWORK providers to manage and reduce medical claim costs incurred in emergency and urgent situations. The CONTRACTOR must coordinate care in these situations, including directing care IN-NETWORK, and/or a transfer to a more suitable facility when appropriate.

The CONTRACTOR must submit to the DEPARTMENT a QUARTERLY report of all claims (including non-urgent and non-emergent) paid to OUT-OF-NETWORK providers that includes the billed amount and amount paid to the provider in the format specified by the DEPARTMENT.

220D Inpatient When Changing Coverage

The CONTRACTOR will administer claims and medical management services for any PARTICIPANT who is CONFINED as INPATIENT at the time of a transfer of coverage to another CONTRACTOR, when the facility in which the PARTICIPANT is CONFINED is not part of the succeeding CONTRACTOR'S network. In this instance, the CONTRACTORS will work together to facilitate a seamless transition in claims administration, medical management services, if applicable, and transferring the PARTICIPANT to an IN-NETWORK facility, if appropriate.

Except when a PARTICIPANT'S coverage terminates because of voluntary cancellation or non-payment of PREMIUM, BENEFITS shall continue to the PARTICIPANT if CONFINED as an INPATIENT, but only until the attending physician determines that CONFINEMENT is no longer medically necessary, the maximum BENEFIT is reached, the end of twelve (12) months after the date of termination, or the CONFINEMENT ceases, whichever occurs first.

220E Federal / State Requirements

The CONTRACTOR must meet any and all applicable state or federal requirements concerning BENEFITS and cost-sharing which may be imposed on EMPLOYERS participating in the HEALTH BENEFIT PROGRAM, the CONTRACTOR, a federally qualified health benefit program, or as contained in this AGREEMENT.

220F Out-of-Network Services for Preferred Provider Organization (PPO)

The BOARD may offer different copayment and deductible schedules for OUT-OF-NETWORK providers, except in the case of emergency, urgent care or when the services are not reasonably available IN-NETWORK.

If the PARTICIPANT resides in a CONTRACTOR'S service area, the PPO must consider the PARTICIPANT'S physical capability to travel the necessary distance to see a specialty IN-NETWORK provider when determining if that provider is reasonably available.

220G Medicare

The CONTRACTOR will provide BENEFITS and services as described in UNIFORM BENEFITS to PARTICIPANTS enrolled in Medicare, carving out the benefits paid by Medicare so that PARTICIPANTS enrolled in Medicare receive the same UNIFORM BENEFITS level as provided to EMPLOYEES.

The CONTRACTOR must notify the DEPARTMENT in writing if Medicare does not allow an enrollment due to a PARTICIPANT'S residence in a given area or other reason as specified by Medicare. The notification must be provided within five (5) BUSINESS DAYS of the later of receipt of the DEPARTMENT'S enrollment file or notification by Medicare.

The CONTRACTOR is responsible for resolving discrepancies in claims payments for all Medicare data match inquiries.

220H End Stage Renal Disease - Medicare Participants

If the EMPLOYEE, ANNUITANT, CONTINUANT or DEPENDENT is eligible for Medicare due to permanent kidney failure or end-stage renal disease, the HEALTH BENEFIT PROGRAM shall pay as the primary payer for the first thirty (30) months after he or she becomes eligible for Medicare due to the kidney disease, whether or not the EMPLOYEE, ANNUITANT, CONTINUANT or DEPENDENT is enrolled in Medicare. The PREMIUM rate will be the non-Medicare rate during this period. Medicare becomes the primary payer after this thirty (30)-month period upon enrollment in Medicare Parts A and B. If the EMPLOYEE, ANNUITANT, CONTINUANT or DEPENDENT has more than one period of Medicare enrollment based on kidney disease, there is a separate thirty (30) -month period during which the HEALTH BENEFIT PROGRAM will again be the primary payer. No reduction in PREMIUM is available for active EMPLOYEES under this section.

220I Ancillary Services

If the PARTICIPANT receives anesthesiology, radiology or pathology (includes all lab tests) services at an IN-NETWORK clinic or HOSPITAL, it will be covered at the IN-NETWORK level of benefits even if that care is not provided by an IN-NETWORK provider.

220J Transfer of Benefit Maximums / Deductible / Out-of-Pocket Limits

PARTICIPANTS may have the opportunity to change benefit plans during a benefit period in certain situations (e.g., due to a change in residence, change from or to the HDHP).

- 1) Accumulations to annual medical BENEFIT maximums, medical deductibles, and medical OOPs under UNIFORM BENEFITS will continue to accumulate for the benefit period in the following situations:
 - a) If a PARTICIPANT changes the level of coverage (e.g., single to family), but does not change benefit plans.
 - b) If a PARTICIPANT has a spouse-to-spouse transfer resulting in a change of SUBSCRIBER, but does not change benefit plans.
- 2) Accumulations to annual medical BENEFIT maximums, medical deductibles, and medical OOPs under UNIFORM BENEFITS will start over at zero (\$0) dollars as of the EFFECTIVE DATE of the change in the following situations:
 - a) If a PARTICIPANT changes benefit plans.

- b) If a PARTICIPANT changes from being a PARTICIPANT of the state program to the LOCAL program, or vice versa.
- 3) Accumulations to the annual pharmacy and uniform dental (if applicable) benefits continue to accumulate for the benefit period regardless of a benefit plan/CONTRACTOR change. For HDHPs, medical and pharmacy accumulations are combined.

The CONTRACTOR must cooperate with the DEPARTMENT and the new CONTRACTOR to transfer BENEFIT accumulations upon a PARTICIPANT'S mid-year transfer to coverage under a new CONTRACTOR. The CONTRACTOR shall provide the PARTICIPANT with medical BENEFIT accumulations upon request. This requirement can be satisfied through the mailing of an explanation of benefits.

The CONTRACTOR shall apply any and all Maximum Out-of-Pocket (MOOP) limits as required by state and federal law.

220K Coordination / Non-Duplication

The CONTRACTOR'S administration of BENEFITS provisions must conform to [Wis. Adm. Code INS 3.40](#).

220L Wellness

- 1) The CONTRACTOR must receive written approval annually from the DEPARTMENT prior to offering any financial incentive or discount programs to PARTICIPANTS.
- 2) The CONTRACTOR must participate in collaboration efforts between the DEPARTMENT, its wellness and disease management vendor, and other vendors, as directed by the DEPARTMENT.
- 3) The CONTRACTOR must accept PARTICIPANT level data transfers from the DEPARTMENT'S wellness and disease management vendor.
- 4) The CONTRACTOR shall use the PARTICIPANT level data from DEPARTMENT'S wellness and disease management vendor to identify PARTICIPANTS appropriate for complex/chronic case management and enroll PARTICIPANTS in such programs.
- 5) The CONTRACTOR must demonstrate, upon request by the DEPARTMENT, their efforts in utilizing the PARTICIPANT level data at stated in 4) above and in [Section 215A](#).
- 6) The CONTRACTOR must report, as directed by the DEPARTMENT, all incentive payments issued to PARTICIPANTS for DEPARTMENT distribution to EMPLOYER payroll centers for tax reporting purposes. The CONTRACTOR must link all payment records to the primary SUBSCRIBER and avoid duplication for instances of a reissued incentive.
- 7) Provider obtained biometric screenings as required by the DEPARTMENT'S wellness program shall be provided by the CONTRACTOR at the PARTICIPANT'S request, for no cost

to the PARTICIPANT, and at a minimum test: 1) glucose level; 2) body mass index (BMI); 3) cholesterol level; 4) blood pressure. Glucose and cholesterol screenings may be administered as non-fasting and shall be in accordance with current U.S. Preventive Services Task Force (USPSTF) guidelines.

225 Quality

- 1) The CONTRACTOR must demonstrate, upon request by the DEPARTMENT, their efforts in encouraging and/or requiring IN-NETWORK HOSPITALS, providers, large multi-specialty groups, small group practices and systems of care to participate in quality standards and initiatives, including those as identified by the DEPARTMENT.
- 2) The CONTRACTOR must demonstrate, upon request by the DEPARTMENT, its support for the DEPARTMENT'S initiatives in monitoring and improving quality of care. This may include providing actual contract language that specifies provider agreement or terms to participate in or report on quality improvement initiatives/patient safety measures and a description of their link, if any, to provider reimbursement.
- 3) The CONTRACTOR must collect Healthcare Effectiveness Data and Information Set (HEDIS) measures and administer the Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey as specified by the National Committee for Quality Assurance (NCQA) guidelines. Upon request by the DEPARTMENT, the CONTRACTOR shall provide information about subcontractors used to audit the HEDIS results and administer the CAHPS survey.
 - a) Annually, the CONTRACTOR shall submit to the DEPARTMENT audited HEDIS data results for the previous calendar year for its commercial membership that includes HEALTH BENEFIT PROGRAM PARTICIPANTS. The results must include integration of the prescription drug data from the PBM. CONTRACTORS utilizing a vended solution to produce HEDIS results, shall utilize a vendor certified by NCQA.
 - b) The CONTRACTOR shall submit the results of its annual CAHPS survey to the DEPARTMENT as follows:
 - i) Results must be based on responses from commercially insured adult members in Wisconsin;
 - ii) Survey must be conducted by a certified CAHPS survey vendor;
 - iii) Results must utilize the current version of the CAHPS survey as specified by the NCQA guidelines at the time the survey is administered;
 - iv) Results must be for each standard NCQA composite;
 - v) Results must be submitted annually and in a file format as specified by the DEPARTMENT; and,

- vi) Separate results must be submitted for each region, if applicable.
- 4) The DEPARTMENT will monitor health care quality and/or customer satisfaction using quality measures available in the data warehouse and visual business intelligence tool, and will establish quality metrics, baseline results, and target levels. The DEPARTMENT will publish measure results and also establish financial incentives to encourage quality improvement. See Appendix 8 for the quality measures that will be evaluated as part of this CONTRACT.

Prior to the DEPARTMENT holding the CONTRACTOR accountable for any of these measures, either through financial means and/or through publishing the measure results, the DEPARTMENT will provide the CONTRACTOR with an opportunity to review and validate the DEPARTMENT'S results within a specific timeframe, as determined by the DEPARTMENT.

- 5) The CONTRACTOR shall collaborate with providers on quality initiatives to address current population health issues. The CONTRACTOR shall report to the DEPARTMENT semi-annually any initiatives and pilot programs offered by the CONTRACTOR or the CONTRACTOR'S IN-NETWORK providers, including information on patient engagement and outcomes.

230 Provider Contracts

The CONTRACTOR shall have staff solely dedicated to network management and provider relations that includes a credentialing process, collaboration on quality initiatives, and provider communications. The CONTRACTOR must engage in regular provider negotiations to strategically realize cost savings to the HEALTH BENEFIT PROGRAM. The CONTRACTOR must, at a minimum, provide an annual update on provider discount negotiations efforts and outcomes to be included in the rate renewal reports. The DEPARTMENT reserves the right to require more frequent status updates on provider negotiation strategies, efforts, and outcomes.

Upon request by the DEPARTMENT, the CONTRACTOR shall agree to disclose the cost savings calculated with implementing any provider contract reimbursement methods as directed by the BOARD. This may include a detailed explanation of how providers and HOSPITALS are compensated as described in [Section 160D](#), 3.

The CONTRACTOR must certify annually that their provider contracts meet the requirements in [Section 230](#). The DEPARTMENT reserves the right to review any contracts with providers that are IN-NETWORK for the HEALTH BENEFIT PROGRAM.

The CONTRACTOR must submit provider data to the DEPARTMENT'S data warehouse as specified in [Section 150](#). The DEPARTMENT will not amend its contract with the data warehouse vendor in a manner that directly or indirectly changes the terms of this section without prior notice to the CONTRACTOR. The DEPARTMENT'S notice to the CONTRACTOR will allow for comment by the CONTRACTOR, and when requested by the CONTRACTOR, discussion between the DEPARTMENT and the CONTRACTOR about the proposed changes.

Provider agreements for transplants are expected to specify that re-transplantation due to immediate rejection that occurs within the first thirty (30) DAYS of a transplant shall be covered and is not subject to the UNIFORM BENEFITS exclusion on retransplantation.

The CONTRACTOR shall use best efforts to incorporate into Wisconsin provider agreements:

- 1) Guidelines as described by Medicare that limit reimbursement for adverse events and preventable errors.
- 2) HOSPITAL readmissions reduction program and the community-based care transitions program as described by Medicare.

Provider contracts must include a provision whereby the provider agrees to accept the CONTRACTOR'S payment as full payment for covered services, not including PARTICIPANT cost-sharing as outlined in UNIFORM BENEFITS. The CONTRACTOR must hold the PARTICIPANT harmless from any efforts(s) by third parties to collect payments for covered services as described in [Section 160D](#), 5.

The CONTRACTOR must provide a copy of the current provider administrative manual upon request by the DEPARTMENT.

230A Provider Access Standards

The CONTRACTOR must provide an annual provider submission to the DEPARTMENT containing their provider network for the upcoming benefit period. See Appendix 7. Additionally, the DEPARTMENT requires the CONTRACTOR to submit a monthly provider data submission as detailed in [Section 150](#).

The DEPARTMENT will use this data to determine the counties in which the CONTRACTOR is qualified. CONTRACTORS are determined to be qualified on a county by county basis by meeting the provider access standards in this section and the operating experience specified in [Section 160A](#). The BOARD reserves the right to offer the State Maintenance Plan (SMP) in those counties in which a qualified, Tier 1 plan is not available. See [Section 130](#) for information about tiers. A Preferred Provider Plan (PPP) is not qualified in areas served by the SMP.

The DEPARTMENT may also determine a CONTRACTOR is non-qualified in a county in the following situations:

- 1) The CONTRACTOR does not meet the provider access standards and has at least one (1) PCP in the county and/or major city.
- 2) The CONTRACTOR meets the provider access standards and the DEPARTMENT determines the CONTRACTOR is not effectively administering the HEALTH BENEFIT PROGRAM in accordance with this AGREEMENT (e.g., failure to provide effective medical management, etc.).

The DEPARTMENT shall list the CONTRACTORS determined to be qualified in each county in the IT'S YOUR CHOICE OPEN ENROLLMENT materials. At its discretion, the DEPARTMENT may also list the CONTRACTORS determined to be non-qualified in the county.

Providers will be sorted by zip code based on where they are physically located within each county and major city in the region. Major cities are those that have over thirty-three percent (33%) of the county population. Those cities are Antigo, Appleton, Ashland, Eau Claire, Florence, Fond du Lac, Green Bay, Janesville, Kenosha, LaCrosse, Madison, Manitowoc, Menomonie, Merrill, Milwaukee, Monroe, Oshkosh, Prairie du Chien, Racine, Sheboygan, Stevens Point, Sturgeon Bay, and Superior. These providers must agree to accept new patients unless specifically indicated otherwise.

In addition to the access standards set forth in [Wis. Stat. § 609.22](#), the CONTRACTOR must meet at least 90% geoaccess in the county for INPATIENT HOSPITALS and PCPs (includes Internal Medicine, Family Medicine and General Medicine) or the following minimum requirements for all counties and major cities in the county to be qualified:

- 1) There must be at least one (1) general HOSPITAL under contract and/or routinely utilized by IN-NETWORK providers per county or major city. If a HOSPITAL is not present in the county, CONTRACTORS must sufficiently describe how they provide access to providers.
- 2) The ratio of full time equivalent (FTE) PCPs accepting new patients to total PARTICIPANTS in a county or major city is at least one per two thousand (1.0/2,000) with a minimum of five (5) PCPs per county or major city. The PCPs counted for this requirement must be able to admit patients to an IN-NETWORK HOSPITAL in the county or major city.
- 3) A chiropractor must be available in each county or major city.

The BOARD reserves the right to allow for exceptions in certain counties when the CONTRACTOR can demonstrate this criteria cannot be met.

The BOARD reserves the right to make enrollment and eligibility decisions as necessary to implement the HEALTH BENEFIT PROGRAM, including whether to make a Tier 1 option available in those counties in which otherwise no qualified health plan in Tier 1 exists and/or make a Tier 2 plan available in any county. The DEPARTMENT may take such action as necessary to implement this intent.

230B Provider Directory

The CONTRACTOR must make a provider directory available to PARTICIPANTS during the annual IT'S YOUR CHOICE OPEN ENROLLMENT period and throughout the benefit period. Providers listed in these directories are subject to the access standards above, including accepting new patients, unless otherwise noted. The CONTRACTOR is required to have a current provider directory easily accessible on their website at all times. The provider directory must include a revision date and all past versions within a benefit period and must be provided to the DEPARTMENT upon request for the purposes of resolving complaints.

The provider data submission and the published provider directory must be in alignment for the IT'S YOUR CHOICE OPEN ENROLLMENT for the upcoming benefit period.

230C Continuity of Care

The CONTRACTOR must comply with the continuity of care provisions under [Wis. Stat. § 609.24](#) for providers listed in the IT'S YOUR CHOICE OPEN ENROLLMENT materials and listed in the provider data submission. In the event a provider or provider group terminates its contract with the CONTRACTOR during a benefit period, the CONTRACTOR will follow the continuity of care provisions and pay claims for covered services at the negotiated rate. In this case, the SUBSCRIBER shall be held harmless and indemnified. This does not apply in the loss of providers due to normal attrition (death, retirement, a move from the service area) or as a result of a formal disciplinary action relating to quality of care.

At least thirty (30) DAYS prior to the termination of a provider agreement, or the closing of an IN-NETWORK clinic, provider location, or HOSPITAL during the benefit period, the CONTRACTOR must:

- 1) Send written notification, as approved by the DEPARTMENT, to all PARTICIPANTS who have had services from that provider in the past twelve (12) months that includes the following information:
 - a) How to find a new IN-NETWORK provider or facility;
 - b) The continuity of care provision as it relates to this situation; and,
 - c) Contact information for questions.
- 2) Update the provider directory on the CONTRACTOR'S website.

The CONTRACTOR shall keep a record of this notification mailing and shall provide documentation, by SUBSCRIBER and indicating the mailing address used, upon the DEPARTMENT'S request.

The CONTRACTOR will assist the PARTICIPANT in selecting a new IN-NETWORK provider or facility and obtaining any necessary referrals and/or authorizations.

If the CONTRACTOR removes providers from its network for the next benefit period, the CONTRACTOR is prohibited from adding those providers back to the network until the subsequent benefit period unless approved by the DEPARTMENT. This provision does not apply to normal attrition.

230D Provider Contracts Shall Include Compliance Plans

All new (and upon renewal of) provider contracts shall include requirements that provider staff be educated about health care laws, rules and regulations, applicable standards, and how to identify and report inappropriate behavior.

Examples of the types of contract provisions that should be in place include:

- 1) Effective internal controls to assure compliance with Federal and State laws, rules, regulations and internal policies and procedures.
- 2) Staff training on identification and prevention of unlawful and unethical conduct.
- 3) Create a centralized source for distributing information on health care statutes, regulations and other program directives.
- 4) Establish procedures that allow the prompt, thorough investigation of possible misconduct by employees and independent contractors.
- 5) Certify as to the accuracy, completeness and truthfulness of all data submitted to payers.

235 Claims

The CONTRACTOR shall process claims for BENEFITS and services as described in UNIFORM BENEFITS. Targets for claims processing performance standards and associated penalties are specified in [Section 315B](#).

The CONTRACTOR shall comply with [Wis. Stat. § 628.46](#) with regard to any interest due for late payment of claims submitted by an OUT-OF-NETWORK provider.

Upon request of the DEPARTMENT or the PARTICIPANT, the CONTRACTOR shall provide the total dollar amount of claims paid by the HEALTH BENEFIT PROGRAM.

240 Data

The CONTRACTOR is expected to fully incorporate available pharmacy claims data into data reporting, including, but not limited to, HEDIS data, Wisconsin Health Information Organization (WHIO) claims data, information requested on the disease management survey and catastrophic claims data, and other data as required by the DEPARTMENT, using the most recent file and data specifications provided by the DEPARTMENT. Where appropriate, such as for the catastrophic claims data report, the CONTRACTOR is expected to separate out pharmacy claims from the DEPARTMENT'S PBM from any pharmacy claims that are paid by the CONTRACTOR.

The CONTRACTOR shall provide and receive all reasonable requests for data and other information as needed in a file format as identified by the DEPARTMENT. The CONTRACTOR will place no restraints on the use of the data.

The CONTRACTOR shall submit all medical and prescription drug claims (except Medicaid) data to WHIO for the CONTRACTOR'S commercial and Medicare lives residing in Wisconsin at a minimum. Claims shall be submitted to WHIO in a manner compliant with WHIO requirements.

The CONTRACTOR agrees to assign ID numbers according to the system established by the DEPARTMENT. Social security numbers shall be incorporated into the PARTICIPANT'S data file

and may be used for identification purposes only and not disclosed and used for any other purpose.

245 Grievances

245A Grievance Process Overview

The CONTRACTOR must have an internal grievance process that complies with external review in accordance with applicable federal or state law, except as otherwise provided in this AGREEMENT. The CONTRACTOR must submit its grievance procedure, including the DEPARTMENT administrative and external review rights and sample grievance decision letters, for the DEPARTMENT'S review and approval during the implementation process and upon request by the DEPARTMENT. See Sections [160I](#), [245E](#), and [245F](#).

Any dispute about BENEFITS or claims arising under this AGREEMENT shall first be submitted for resolution through the CONTRACTOR'S and/or PBM'S (if applicable) internal grievance process and may then, if necessary and appropriate, be submitted to the DEPARTMENT for administrative review.

Grievances regarding non-covered services or services excluded from coverage by the HEALTH BENEFIT PROGRAM shall be handled like any other grievance. Written inquiries received by the CONTRACTOR not related to BENEFITS determinations shall be resolved by the CONTRACTOR within ten (10) BUSINESS DAYS following the CONTRACTOR'S receipt of the inquiry.

If any PARTICIPANT has a problem or complaint relating to a determination of BENEFITS, he/she should contact the CONTRACTOR. The CONTRACTOR shall assist the PARTICIPANT in trying to resolve the matter on an informal basis, and may initiate a claim review of the BENEFITS determination. If the PARTICIPANT wishes, he/she may omit this step and immediately file a formal grievance. A claim review is not a substitute for a grievance.

The following provides an overview of the steps in the PARTICIPANT grievance process. Details are provided in Sections 245A – H.

- 1) Claim review (optional for PARTICIPANT);
- 2) PARTICIPANT notice;
- 3) Investigation and resolution;
- 4) Notification of DEPARTMENT Administrative Review Rights (not all grievances eligible): Administrative review by DEPARTMENT staff, and/or the DEPARTMENT appeals process including filing an appeal with the BOARD, an administrative appeal hearing, consideration of the appeal by the BOARD, right to appeal the BOARD's final decision to circuit court; or,
- 5) Federal external review (not all grievances eligible).

245B Claim Review

The CONTRACTOR shall perform a claim review when a PARTICIPANT requests a review of denied BENEFITS. When a claim review has been completed, the CONTRACTOR shall notify the PARTICIPANT of the decision. If the decision is to uphold the denial of BENEFITS, the PARTICIPANT shall receive written notification as to the specific reason(s) for the continued denial of BENEFITS and of his/her right to file a grievance.

245C Participant Notice

The CONTRACTOR must provide the PARTICIPANT with notice of their grievance rights and a period of ninety (90) calendar days to file a grievance after written denial of a BENEFIT or other occurrence of the cause of the grievance along with the Uniform Benefit contractual provision(s) upon which the denial is based.

245D Investigation and Resolution Requirements

Investigation of any grievance will be initiated by the CONTRACTOR within five (5) BUSINESS DAYS of the date the grievance is filed by the complainant for a timely resolution of the problem. Grievances related to an urgent health concern will be handled within three (3) DAYS of the CONTRACTOR'S receipt of the grievance.

245E Notification of Department Administrative Review Rights

In the final grievance decision letters, the CONTRACTOR shall inform PARTICIPANTS of their right to request a DEPARTMENT review of the grievance committee's final decision and their right to request an external review in accordance with applicable federal or state law, using the language approved by the DEPARTMENT. In all final grievance decision letters, the CONTRACTOR shall cite the specific UNIFORM BENEFITS contractual provision(s) upon which the CONTRACTOR bases its decision and relies on to support its decision.

In the event the PARTICIPANT disagrees with the grievance committee's final decision, they may submit a written request for review to the DEPARTMENT within sixty (60) calendar DAYS of the date of the final grievance decision letter. The DEPARTMENT will review and communicate the outcome of the review to the PARTICIPANT. In the event that the PARTICIPANT disagrees with the outcome, they may file a written request for determination from the DEPARTMENT. The request must be received by the DEPARTMENT within sixty (60) calendar DAYS of the date of the DEPARTMENT'S final review letter.

The determination of the DEPARTMENT is final and not subject to further review unless a timely appeal of the determination by the DEPARTMENT is submitted to the BOARD, as provided by [Wis. Stat. § 40.03 \(6\) \(i\)](#) and [Wis. Adm. Code ETF 11.01 \(3\)](#). However, the DEPARTMENT will not issue a determination regarding denials of coverage by a CONTRACTOR and/or PBM based on medical necessity, appropriateness, health care setting, level of care, effectiveness of a covered benefit, experimental treatment, or the rescission of a policy or certificate that can be resolved through the external review process under applicable federal or state law.

Following a determination by the DEPARTMENT, a PARTICIPANT may submit an appeal to the BOARD, as provided by [Wis. Stat. § 40.03 \(6\) \(i\)](#) and [Wis. Adm. Code ETF 11.01 \(3\)](#). This process includes an administrative hearing. The CONTRACTOR shall, upon the DEPARTMENT'S

request, participate in all administrative hearings requested by PARTICIPANTS or the CONTRACTOR, as determined by the DEPARTMENT. The hearings shall be conducted in accordance with guidelines and rules and regulations promulgated by the DEPARTMENT.

BOARD decisions can only be further reviewed as provided by [Wis. Stat. § 40.08 \(12\)](#) and [Wis. Adm. Code ETF 11.15](#).

245F External Review

The PARTICIPANT shall have the option to request an external review subject to applicable federal or state law. In accordance with federal or state law, any decision by an Internal Review Organization (IRO) is final and binding. PARTICIPANTS have no further right to administrative review by the DEPARTMENT or BOARD once the external review decision is rendered.

Within fourteen (14) calendar DAYS of the CONTRACTOR'S receipt of the notification of the external review's determination, the CONTRACTOR must notify the DEPARTMENT of the outcome.

The CONTRACTOR shall not be in breach of this AGREEMENT solely because the external reviewer does not comply with the timeframes set forth in the statutes or regulations.

245G Provision of Complaint Information

All information and documentation pertinent to any decisions or actions taken regarding any PARTICIPANT complaint or grievance by a CONTRACTOR shall be made available to the DEPARTMENT upon request. If an authorization from the PARTICIPANT is necessary, the CONTRACTOR shall cooperate in obtaining the authorization and shall accept the DEPARTMENT'S form that complies with all applicable laws regarding patient privacy. Information may include complete copies of grievance files, medical records, consultant reports, customer service contact worksheets or any other documentation the DEPARTMENT deems necessary to review a PARTICIPANT complaint, resolve disputes or to formulate determinations. Such information must be provided at no charge within fifteen (15) BUSINESS DAYS, or by an earlier date as requested by the DEPARTMENT.

245H Department Request for Grievance

The DEPARTMENT may require the CONTRACTOR to treat and process a complaint received by the DEPARTMENT as a grievance and the DEPARTMENT will forward the complaint to the CONTRACTOR on behalf of the PARTICIPANT. The CONTRACTOR shall process the complaint as a grievance in compliance with the HEALTH BENEFIT PROGRAM'S provisions regarding a formal grievance.

245I Notification of Legal Action

If a PARTICIPANT files a lawsuit naming the CONTRACTOR as a defendant, the CONTRACTOR must notify the DEPARTMENT'S chief legal counsel within ten (10) BUSINESS DAYS of notification of the legal action. This requirement does not extend to cases of subrogation.

245J Penalty for Noncompliance

If a departmental determination overturns a CONTRACTOR'S decision on a PARTICIPANT'S grievance, the CONTRACTOR shall comply with the determination within ninety (90) calendar DAYS of the date of the determination. As used in this section, "comply" means to take action as directed in the departmental determination or to appeal the determination to the BOARD within ninety (90) calendar DAYS.

250 Cancellation of Participant Coverage

Coverage terminates at the end of the month in which a notice of cancellation of coverage is received by the EMPLOYER (for EMPLOYEES), or by the DEPARTMENT (for ANNUITANTS and CONTINUANTS), upon date of death, or a later date as specified on the cancellation of coverage notice or sick leave escrow application. No refund of PREMIUM may be granted for the month in which the coverage ends. If the deceased subscriber has covered dependents, see [Section 260D](#).

If the ANNUITANT or CONTINUANT contacts the CONTRACTOR directly to cancel coverage, the CONTRACTOR is to reject the cancellation and immediately notify the ANNUITANT or CONTINUANT to submit a written cancellation notice to the DEPARTMENT.

255 Direct Pay Premium Process

The CONTRACTOR must collect direct pay PREMIUMS for certain SUBSCRIBERS as identified by the DEPARTMENT. The applicable portion of PREMIUMS billed and received by the CONTRACTOR shall be credited to the DEPARTMENT no later than the second Wednesday of the month following receipt.

The CONTRACTOR must support an Automated Clearinghouse (ACH) mechanism that allows for direct pay PREMIUM to be submitted via electronic funds transfer (EFT). Direct pay PREMIUMS may also be submitted to the CONTRACTOR via mail. If the SUBSCRIBER fails to make required PREMIUM payments by the due dates established by the CONTRACTOR, and approved by the DEPARTMENT, the health care coverage shall be canceled by the CONTRACTOR. The CONTRACTOR must provide written notification to the DEPARTMENT within five (5) BUSINESS DAYS of receiving notice of cancellation from the SUBSCRIBER or within one (1) month of the effective date of termination due to non-payment of PREMIUM, whichever occurs first. LOCAL ANNUITANTS are irrevocably cancelled, see [Section 125E](#).

260 Continuation

260A Right to Continue Coverage

A PARTICIPANT who ceases to meet the definition of EMPLOYEE, ANNUITANT, or DEPENDENT may elect to continue group coverage as required by state and federal law. Application must be postmarked within sixty (60) calendar DAYS of the date the PARTICIPANT is notified of the right to continue or sixty (60) calendar DAYS from the date coverage ceases, whichever is later. The CONTRACTOR shall bill the continuing PARTICIPANT directly for the required PREMIUM.

260B Subscriber Nonpayment of Premiums

A PARTICIPANT who ceases to be eligible for BENEFITS may elect to continue group coverage for a maximum of thirty-six (36) months from the date of the qualifying event or the date of the EMPLOYER notice, whichever is later, except in the following circumstances:

- 1) When coverage is canceled,
- 2) PREMIUMS are not paid when due, or
- 3) Coverage is terminated as permitted by state or federal law.

The CONTRACTOR shall bill the CONTINUANT directly for required PREMIUMS.

As required by federal law, if timely payment is made in an amount that is not significantly less than amount due, that amount is deemed to satisfy the CONTRACTOR'S requirement for the amount due. However, the CONTRACTOR may notify the PARTICIPANT of the amount of the deficiency and grant a reasonable time period for payment of that amount. A reasonable time period is considered thirty (30) calendar DAYS after the notice is given.

The CONTRACTOR must notify the DEPARTMENT within one (1) month of the effective date of termination due to non-payment of PREMIUM. PREMIUM refunds to the CONTRACTOR are limited to one (1) month following the termination date.

260C Conversion / Marketplace

The CONTRACTOR must provide the SUBSCRIBER written notification of how to enroll in a conversion policy set forth in [Wis. Stat. § 632.897](#), and/or a Marketplace plan, in the event of termination of employment.

260D Surviving Dependents

As required by [Wis. Adm. Code ETF 40.01](#), the surviving covered DEPENDENT of a covered EMPLOYEE or ANNUITANT shall have the right to continue coverage, either individual or family. A DEPENDENT that regains eligibility and was previously covered under a contract of a deceased EMPLOYEE or ANNUITANT, or a child of the EMPLOYEE or ANNUITANT who is in the process of being adopted by the deceased EMPLOYEE or ANNUITANT, or born within nine (9) months after the death of the EMPLOYEE or ANNUITANT, will be eligible for coverage under the survivor's contract until such time that they are no longer eligible.

Coverage under this section shall be effective on the first DAY of the calendar month following the date of death of the covered EMPLOYEE or ANNUITANT, and shall remain in effect until such time as the DEPENDENT coverage would normally cease had the death not occurred.

PREMIUMS shall be paid:

- 1) By deductions from an annuity that the surviving DEPENDENT is receiving from the Wisconsin Retirement System. If the annuity is insufficient to allow PREMIUM deductions, then

- 2) Directly to the CONTRACTOR.

265 Miscellaneous Program Requirements

265A Account Management and Staffing

Upon execution of this CONTRACT, the CONTRACTOR shall designate an Account Manager and a backup, assigned to the DEPARTMENT for the life of the CONTRACT, who is accountable for and has the authority to:

- 1) Manage the entire range of services specified in the CONTRACT;
- 2) Respond to DEPARTMENT requests and inquiries;
- 3) Provide daily operational support;
- 4) Implement the DEPARTMENT changes to benefit plan design and procedures; and,
- 5) Resolve general administrative problems identified by the DEPARTMENT.

The Account Manager or backup must be available for consultation with the DEPARTMENT during the hours of 8:00 a.m. to 4:30 p.m. CST/CDT, Monday through Friday, as required to fulfill the scope of services specified in the contract. The Account Manager or backup must provide an initial response to DEPARTMENT requests and inquiries within one (1) BUSINESS DAY. The CONTRACTOR shall resolve DEPARTMENT issues within five (5) BUSINESS DAYS of receipt, unless otherwise approved by the DEPARTMENT. The CONTRACTOR will provide the DEPARTMENT with an emergency contact number in case issues arise that need to be resolved outside of the aforementioned business hours.

The CONTRACTOR must have a designated Information Technology contact and a backup Information Technology contact who will have overall responsibility for the information technology aspects of the CONTRACT. The Information Technology contact shall be available for consultation with the DEPARTMENT during the hours of 8:00 a.m. to 4:30 p.m. CST/CDT, Monday through Friday, as required to fulfill the scope of services specified in the CONTRACT. The CONTRACTOR will provide the DEPARTMENT with an emergency contact number in case issues arise that need to be resolved outside of the aforementioned business hours.

The CONTRACTOR shall provide and maintain key, qualified staff at a level that enables the CONTRACTOR to fulfil the requirements of the CONTRACT. The CONTRACTOR shall ensure that all persons, including independent contractors, subcontractors and consultants assigned to perform under the CONTRACT, have the experience and credentials necessary to perform the work required. The CONTRACTOR shall provide the DEPARTMENT with contact information for the key staff, which the DEPARTMENT will share with EMPLOYERS.

The CONTRACTOR shall notify the DEPARTMENT if the Account Manager (within one (1) BUSINESS DAY), backup or key staff (within three (3) BUSINESS DAYS) changes. The DEPARTMENT reserves the right to deny the CONTRACTOR'S designees.

The CONTRACTOR must also provide a central point of contact for EMPLOYER issues related to the HEALTH BENEFIT PROGRAM. The CONTRACTOR must acknowledge receipt of the inquiry from the benefit/payroll processing centers and/or EMPLOYER benefit/payroll staff within two (2) BUSINESS DAYS of the inquiry and actively communicate on issue resolution status with the payroll processing centers and/or other payroll.

The CONTRACTOR shall provide onsite staff attendance at the annual IYC EMPLOYER Kick-Off Meeting and other EMPLOYER sponsored meetings, such as health fairs, throughout the state for the annual IT'S YOUR CHOICE OPEN ENROLLMENT period.

The CONTRACTOR will ensure that staff providing services under the CONTRACT have received comprehensive orientation and ongoing training, understand applicable requirements of the CONTRACT, and are knowledgeable about the CONTRACTOR'S operations and policies.

The CONTRACTOR must participate in meetings as requested by the DEPARTMENT. This may include QUARTERLY coordination meetings with other stakeholders of the HEALTH BENEFIT PROGRAM. Meetings may be in person or by teleconference/webinar, as determined by the DEPARTMENT.

The CONTRACTOR must not modify any of the services or program content provided as part of this CONTRACT without prior written approval by the DEPARTMENT Program Manager.

The CONTRACTOR shall achieve a ninety-five percent (95%) satisfaction or better (defined as "top two-box" satisfaction/approval using an approved standard 5 point survey tool) on a survey developed and administered by the DEPARTMENT to DEPARTMENT staff, benefit/payroll staff, and other parties that work with the CONTRACTOR to assess the quality of services provided by the CONTRACTOR. The survey will include assessments in areas that include, but are not limited to, professionalism, responsiveness, communication, technical knowledge, notifications in disruption of any service (e.g., customer service telephone outage, website outage, etc.), and notification of changes impacting HEALTH BENEFIT PROGRAM services.

265B Customer Service

The CONTRACTOR shall operate a customer service department for the HEALTH BENEFIT PROGRAM between 7:30 a.m. and 6:00 p.m., CST/CDT Monday through Thursday and 7:30 a.m. to 5:00 p.m. CST/CDT on Friday at a minimum, except for legal holidays. PARTICIPANTS must also be able to submit questions using e-mail and/or via a website. The call center must be equipped with Telephone Device for the Deaf (TDD) in order to serve the hearing impaired population. Calls and correspondence to customer services representatives shall be tracked, recorded, and retrieved when necessary by name or the DEPARTMENT'S eight (8)-digit member ID.

The CONTRACTOR must have a dedicated toll free number for the HEALTH BENEFIT PROGRAM and have customer service staff who are sufficiently trained to respond appropriately to PARTICIPANT inquiries, correspondence, complaints, and issues. The dedicated toll free number must not have more than two (2) menu prompts to reach a live person.

The CONTRACTOR shall notify the DEPARTMENT Program Manager of any disruption in customer service availability or toll-free access regardless of reason for disruption, within one (1) hour of realization that a problem exists.

The CONTRACTOR must monitor and report to the DEPARTMENT the performance standards for the HEALTH BENEFIT PROGRAM that include call answer timeliness and call abandonment rate. Targets for the customer service performance standards and associated penalties are specified in [Section 315C](#) and are based on the dedicated toll free number for the HEALTH BENEFIT PROGRAM.

The CONTRACTOR must have a customer service inquiry system for inquiries received by phone and email and/or website. The system must maintain a history of inquiries for performance management, quality management and audit purposes. Related correspondence and calls shall be indexed and properly recorded to allow for reporting and analysis based on a distinct transaction. On a monthly basis, the CONTRACTOR must submit a report by month for a rolling twelve (12) month period showing the volume and type of inquiry with a break-down by topic. The report must include a comparison to the same month of the previous calendar year and illustrate trends.

The system must track and log the following detail:

- 1) The PARTICIPANTS identifying information;
- 2) The date and time the inquiry was received;
- 3) The reason for the inquiry (including a reason code using a coding scheme);
- 4) The origin of the transaction (e.g., inbound call, the DEPARTMENT, EMPLOYER group);
- 5) The representative that handled the inquiry;
- 6) For phone inquiries, the length of call; and,
- 7) The resolution of the inquiry (including a resolution code using a coding scheme).

Inquiries not resolved within two (2) BUSINESS DAYS must be added to a tracking document/log that must summarize the issue and the current resolution status. This tracking document/log must be kept current and must be provided to the DEPARTMENT Program Manager or designee within one (1) BUSINESS DAY of the DEPARTMENT'S request.

At the DEPARTMENT'S request, the CONTRACTOR must provide the policies and procedures related to the operation of the customer service department. The DEPARTMENT reserves the right to require changes to the policies and procedures that directly impact PARTICIPANTS.

The CONTRACTOR must have and implement procedures for monitoring and ensuring the quality of services provided by its customer service representatives. At least five percent (5%) each year

of all PARTICIPANT inquiries made by each submission type (e.g. phone, email, website) must be audited (e.g. by lead worker, supervisor, manager, auditor, etc.) to ensure accurate information was given to PARTICIPANTS and appropriate coaching and training is given to customer service representatives who failed to accurately respond to PARTICIPANTS. At the DEPARTMENT'S request, the CONTRACTOR must provide the audit results.

The CONTRACTOR must respond directly to PARTICIPANTS upon the DEPARTMENT'S request. For matters designated as urgent by the DEPARTMENT, the CONTRACTOR must contact the PARTICIPANT within one (1) BUSINESS DAY of receiving a request from the DEPARTMENT and actively communicate to the DEPARTMENT'S Program Manager or designee on issue resolution status until the issue is resolved.

265C Contractor Web Content and Web-Portal

The CONTRACTOR must provide dedicated web content (that may be via a microsite that meets all criteria below) and a web-portal as part of the AGREEMENT. Web content will provide basic program information. The web-portal will be used to present and track PARTICIPANT level information, such as claim status and BENEFIT accumulation.

- 1) The CONTRACTOR must host and maintain customized web pages and a web-portal dedicated to PARTICIPANTS of the HEALTH BENEFIT PROGRAM.
 - a) The CONTRACTOR must submit the web content and web-portal design for review as directed by the DEPARTMENT.
 - b) The DEPARTMENT must approve the content prior to publishing.
 - c) The web-portal must be available via the three (3) most recent versions of each of the popular browsers available in the market which include the Microsoft's products Internet Explorer and Edge, Mozilla Firefox, Chrome and Safari. Ongoing adoption and support of future browser versions and other browsers that gain significant market share is required.
 - d) The web-portal must be simple, intuitive and easy to use and navigate.
 - e) The web-portal must be able to render effectively on any form factor for mobile devices which include smartphones and tablets.
 - f) The website and web-portal must have mobile capabilities. At a minimum the mobile capabilities must allow the PARTICIPANT to access program information.
 - g) The website must ensure response time averaging two (2) seconds or better, and never more than three (3) second response time, from the time the CONTRACTOR receives the request to the time the response is sent, for all on-line activities. Response time is defined as the amount of time between pressing the "return" or "enter" key or depressing a mouse button and receiving a data-driven response on the screen, i.e., not just a message or indicator that a response is forthcoming.

- h) The solution must use SSL/TLS for end-to-end encryption for all connections between the user devices and the portal with the use of browsers or smartphone applications (apps).
 - i) The portal must be SECURED with a minimum of SHA2-256 (or similar system such as SHA-256 as approved by the DEPARTMENT) bit EV certificates to provide the latest in encryption and cryptography.
 - j) The portal must disable SSL/TLS negotiations which are using non-SECURE protocols and weak ciphers.
 - k) The CONTRACTOR must provide the DEPARTMENT reports on the current security safeguards enabled for the website and web-portal, upon the DEPARTMENT'S request.
 - l) After the initial website and web-portal implementation, the CONTRACTOR must grant the DEPARTMENT access to the website and web-portal test environment for the DEPARTMENT'S review and approval no less than four (4) weeks prior to the subsequent annual launch dates for each, and for each new major iteration of the website and web-portal. No less than two (2) weeks prior to the annual launch dates for each, the CONTRACTOR must have final content and functionality completed, as determined by the DEPARTMENT.
 - m) Prior to any launch of the CONTRACTOR website or web-portal, the CONTRACTOR must test the accessibility of the website and web-portal on multiple web browsers and from multiple internet carriers to ensure system capability.
 - n) The CONTRACTOR must submit to the DEPARTMENT for review and approval the updated website content for the upcoming IT'S YOUR CHOICE OPEN ENROLLMENT period. The DEPARTMENT will annually communicate the due date for this submission. Upon DEPARTMENT approval, the updated website content is launched at least two (2) weeks prior to the annual IT'S YOUR CHOICE OPEN ENROLLMENT period.
 - o) The CONTRACTOR must obtain prior approval from the DEPARTMENT Program Manager for the inclusion of any links from the website or web-portal to an external (governmental and non-governmental) website/portal or webpage.
 - p) The CONTRACTOR will notify the DEPARTMENT Program Manager of any substantial changes being made to the website prior to implementation.
- 2) Basic information must be available on the CONTRACTOR'S website without requiring log in credentials, including:
- a) General information about the HEALTH BENEFIT PROGRAM and other programs offered by the BOARD;
 - b) Directions on how to access the HEALTH BENEFIT PROGRAM provider directory and Summary of Benefits and Coverage (SBC);

- c) Information about PARTICIPANT requirements, including prior authorizations and referrals;
 - d) Ability for PARTICIPANTS to submit questions via the website; and,
 - e) Contact information including the dedicated toll-free customer service phone number, business hours, 24-hour nurse line, and mailing address.
- 3) To ensure accessibility among persons with a disability, the CONTRACTOR'S website must comply with Section 508 of the Rehabilitation Act of 1973 (29 USC Section 794d) and implementing regulations at 36 CFR 1194 Subparts A-D. The website must also and conform to W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.w3.org/TR/WCAG20/>).
- 4) The website must be hosted in a SECURE data center with system monitoring, managed firewall services and managed backup services within the United States and available twenty-four (24) hours a DAY, seven (7) DAYS a week, except for regularly scheduled maintenance.

The data center network shall include robust firewall, intrusion prevention and intrusion detection systems to prevent and detect unauthorized access. Any scheduled maintenance must occur between the hours of midnight and 5:00 a.m. CST/CDT or another time agreed to by the DEPARTMENT Program Manager, and must be scheduled in advance with a notification on the program website/portal. Unscheduled disruption to the availability of the website or web-portal must be communicated to the DEPARTMENT Program Manager within one (1) hour of realization that a problem occurred.

The CONTRACTOR must have a regular patch management process defined for the infrastructure. The CONTRACTOR must have a defined maintenance time window for system patches, software upgrades. Outages in the system must be communicated through the web-portal or via alerts.

- 5) The CONTRACTOR must be able to link user profiles and site access permissions to the daily enrollment file provided by the DEPARTMENT and make updates based on current enrollment within three (3) BUSINESS DAYS of data receipt. The CONTRACTOR may utilize another process for validation if the process is pre-approved by the DEPARTMENT.
- 6) The CONTRACTOR must have web-portal content and functionality updated, tested and approved by the DEPARTMENT Program Manager or designee at least fourteen (14) calendar DAYS prior to the benefit period start date. The web-portal will securely authenticate the user. After the user is authenticated, all web-portal features must be available without the need for an additional login. Available features must include:
- a) User name and password creation and recovery;

- b) Enrollment confirmation;
- c) Secure upload functionality for submitting program required documentation;
- d) Communication functions that allow users to submit SECURE questions to the CONTRACTOR and allow the CONTRACTOR to push general and targeted communications to users via USPS, e-mail, text and other standard communication vehicles, as requested by the DEPARTMENT; and,
- e) Incentive payment status, if applicable (e.g., pending, issued, etc.).

265D Patient Rights and Responsibilities

The CONTRACTOR shall comply with and abide by the Patient's Rights and Responsibilities as provided in the DEPARTMENT'S It's Your Choice materials. CONTRACTORS that have their own Patient's Rights and Responsibilities may use them unless there is a conflict. In this case the Patient's Rights and Responsibilities which are more favorable to the PARTICIPANT will apply.

265E Errors

Clerical errors made by the EMPLOYER, the DEPARTMENT or the CONTRACTOR shall not invalidate BENEFITS of a PARTICIPANT otherwise validly in force, nor continue such BENEFITS otherwise validly terminated, nor create eligibility for any BENEFITS where none otherwise existed under the HEALTH BENEFIT PROGRAM.

Retrospective adjustments to PREMIUM or claims for coverage not validly in force shall be limited to no more than six (6) months of PREMIUMS paid, except in cases of fraud, material misrepresentation, resolution of BOARD appeal, or when required by Medicare.

In cases where Medicare is the primary payer, retroactive adjustments to PREMIUM or claims for coverage not validly in force shall correspond with the shortest retroactive enrollment limit set by Medicare for either medical or prescription drug claims, not to exceed six (6) months and in accordance with UNIFORM BENEFITS.

No retroactive PREMIUM refunds shall be made for coverage resulting from any application due to fraud or material misrepresentation.

Subscriber Errors

In the event a SUBSCRIBER files an application during a prescribed enrollment period listing a PCP that is not IN-NETWORK with the selected CONTRACTOR, the CONTRACTOR shall notify the SUBSCRIBER within five (5) BUSINESS DAYS of the DEPARTMENT'S transmission of the enrollment data, and aid him/her in selecting an IN-NETWORK PCP. If the SUBSCRIBER is not responsive to the CONTRACTOR'S efforts, the CONTRACTOR will assign a PCP, notify the PARTICIPANT in writing and provide instructions for changing the assigned PCP.

If the CONTRACTOR offers more than one (1) network to PARTICIPANTS and the networks change on January 1st, a SUBSCRIBER who failed to make an election during the IT'S YOUR CHOICE OPEN ENROLLMENT period to change networks in order to maintain access to his or

her current providers may change to the appropriate network during the next IT'S YOUR CHOICE OPEN ENROLLMENT period or other enrollment opportunity as specified in this AGREEMENT.

Contractor / Provider / Subcontractor Errors

If the CONTRACTOR or its provider or subcontractor sends erroneous or misleading information to PARTICIPANTS, the DEPARTMENT may require the CONTRACTOR to send a corrected mailing at the cost of the CONTRACTOR to inform PARTICIPANTS.

265F Examination of Records

The DEPARTMENT, or its designee, shall have the right to examine any records of the CONTRACTOR relating to the HEALTH BENEFIT PROGRAM in compliance with [Wis. Stat. § 40.07](#) and any applicable federal or other state laws and rules. The information shall be furnished within ten (10) BUSINESS DAYS of the request or as directed by the DEPARTMENT. All such information is the sole property of the DEPARTMENT.

Upon a showing satisfactory to the BOARD that the CONTRACTOR is required by law to maintain a copy of such information, the DEPARTMENT and the CONTRACTOR shall agree to terms, conditions and provisions permitting the CONTRACTOR to maintain information to the minimum extent and for the minimum time required by law. Any such agreement shall require the CONTRACTOR to:

- 1) Keep confidential and properly safeguard each "medical record" and all "personal information", as those terms are respectively defined in [Wis. Admin. Code ETF 10.01 \(3m\)](#) and [ETF 10.70 \(1\)](#), that are included in such information;
- 2) Not make any disclosure of such information without providing advance notice to the DEPARTMENT; and,
- 3) Include a liability clause for damages in the event the CONTRACTOR makes any disclosure of personal information or any medical record that would violate [Wis. Stat. § 40.07 \(1\) or \(2\)](#), respectively, if the disclosure was made by the DEPARTMENT.

265G Record Retention

The CONTRACTOR agrees that the BOARD, until the expiration of seven (7) years after the termination of this AGREEMENT, and any extensions, shall have access to and the right to examine any of the CONTRACTOR'S pertinent books, financial records, documents, papers, and records and those of any parent, affiliate, or subsidiary organization performing under formal or informal arrangement any service or furnishing any supplies or equipment to the CONTRACTOR involving transactions related to this AGREEMENT.

Any records that relate to: (1) litigation or settlement of claims arising out of the performance of this AGREEMENT; or (2) costs or expenses of this AGREEMENT with which exception is taken by litigation, claims, or exceptions, must be retained for seven (7) years after the conclusion of the litigation, regardless of the termination date of the contract.

The CONTRACTOR further agrees that the substance of this clause shall be inserted in any subcontract that the CONTRACTOR enters into with any subcontractor to carry out any of the CONTRACTOR'S obligations under this AGREEMENT.

265H Disaster Recovery and Business Continuity

The CONTRACTOR shall ensure that critical PARTICIPANT, provider and other web accessible and/or telephone-based functionality and information, including the website, are available to the applicable system users, except during periods of scheduled system unavailability agreed upon by the DEPARTMENT and the CONTRACTOR. Unavailability caused by events outside of the CONTRACTOR'S span of control is outside of the scope of this requirement. Any scheduled maintenance shall be scheduled in advance with notification on the PARTICIPANT website and web-portal.

265I Other

The CONTRACTOR shall not provide claims or other rating information to individual LOCAL EMPLOYERS participating in the HEALTH BENEFIT PROGRAM.

Local governments seeking to participate in the HEALTH BENEFIT PROGRAM are subject to group underwriting and may be assessed a surcharge based on their risk, which is passed on to the CONTRACTOR and DEPARTMENT'S pharmacy benefit manager. Also see [Section 155M](#).

265J Gifts and/or Kickbacks Prohibited

No gifts from the CONTRACTOR or any of the CONTRACTOR'S subcontractors are permissible to any EMPLOYEES whose work relates to the HEALTH BENEFIT PROGRAM, or members of the BOARD. Neither the CONTRACTOR nor any of its subcontractors shall request or receive kickbacks.

265K Conflict of Interest

During the term of this AGREEMENT, the CONTRACTOR shall have no interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this AGREEMENT.

Without limiting the generality of the preceding paragraph, the CONTRACTOR agrees that it shall not, during the initial AGREEMENT period and any extension thereof, acquire or hold any business interest that conflicts with the CONTRACTOR'S ability relating to its performance of its services under this AGREEMENT.

The CONTRACTOR shall not engage in any conduct which violates, or induces others to violate, the provision of the Wisconsin statutes regarding the conduct of public employees. If a BOARD member or an organization in which a BOARD member holds at least ten percent (10%) interest is a party to this AGREEMENT, then this AGREEMENT is voidable by the BOARD unless appropriate disclosure has been made to the Wisconsin Ethics Commission.